

Hearing Date and Time: February 14, 2019 at 10:00 a.m. (Eastern Time)
Response Deadline: February 7, 2019 at 4:00 p.m. (Eastern Time)

CLARK HILL PLC
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Attorneys for Milton Manufacturing, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
SEARS HOLDING CORPORATION, <i>et al.</i> ,	:
	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

**NOTICE OF HEARING ON MOTION OF MILTON MANUFACTURING, LLC
TO (I) COMPEL THE DEBTOR TO ASSUME OR REJECT PURCHASE ORDERS
RELATED TO *CRAFTSMAN* BRANDED GOODS ORDERED BY THE DEBTOR
BEING WAREHOUSED IN TAIWAN, AND (II) GRANT RELATED RELIEF**

PLEASE TAKE NOTICE that a hearing on the annexed motion (the “Motion”) of Milton Manufacturing, LLC (“Milton”) to (I) compel Sears, Roebuck & Co., a debtor and debtor in possession in the above-captioned chapter 11 cases, (the “Debtor”) to assume or reject purchase orders related to *Craftsman* branded goods ordered by the Debtor being warehoused in Taiwan, and (II) grant related relief, as more fully set forth in the Motion, will be held before the Honorable Robert D. Drain, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of New York, Courtroom 118, 300 Quarropas Street, White

Plains, New York, 10601-4140 (the “Bankruptcy Court”) on **February 14, 2019 at 10:00 a.m. (Eastern Time)** (the “Hearing”), or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE that any responses or objection (“Objections”) to the Motion shall be in writing, shall conform to the Bankruptcy Rules and the Local Rules, shall be filed with the Bankruptcy Court (a) by attorneys practicing in the Bankruptcy Court, including attorneys admitted *pro hac vice*, electronically in accordance with General Order M-399 (which can be found at www.nysb.uscourts.gov), and (b) by all other parties in interest, on a CD-ROM, in text-searchable portable document format (PDF) (with a hard copy delivered directly to Chambers), in accordance with the customary practices of the Bankruptcy Court and General Order M-399, to the extent applicable, and shall be served in accordance with the *Amended Order Implementing Certain Notice and Case Management Procedures*, entered on November 1, 2018 (ECF No. 405), so as to be filed and received no later than **February 7, 2019 at 4:00 p.m. (Eastern Time)** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if no Objections are timely filed and served with respect to the Motion, Milton may, on or after the Objection Deadline, submit to the Bankruptcy Court an order substantially in the form of the proposed order annexed to the Motion, which order may be entered without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that any objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

Respectfully submitted,

CLARK HILL PLC

By: /s/ Joel D. Applebaum

Joel D. Applebaum

John R. Stevenson

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Date: January 3, 2019

Attorneys for Milton Manufacturing, LLC

Hearing Date and Time: February 14, 2019 at 10:00 a.m. (Eastern Time)
Response Deadline: February 7, 2019 at 4:00 p.m. (Eastern Time)

CLARK HILL PLC
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Attorneys for Milton Manufacturing, LLC

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
SEARS HOLDING CORPORATION, <i>et al.</i>,	:
	:
Debtors.	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

**MOTION OF MILTON MANUFACTURING, LLC TO (I) COMPEL THE DEBTOR TO
ASSUME OR REJECT PURCHASE ORDERS RELATED TO *CRAFTSMAN* BRANDED
GOODS ORDERED BY THE DEBTOR BEING WAREHOUSED IN TAIWAN, AND
(II) GRANT RELATED RELIEF**

TO THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE:

Milton Manufacturing, LLC (“Milton”) respectfully represents as follows in support of this motion (the “Motion”):

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).

Relevant Background

The Bankruptcy Case

2. On October 15, 2018 (the “Commencement Date”), Sears, Roebuck & Co., a debtor and debtor in possession in the above-captioned chapter 11 cases, (the “Debtor” and, with the other debtors and debtors in possession in the above-captioned chapter 11 cases, the “Debtors”) commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

Debtor Purchases Craftsman Branded Goods From Milton

3. On or about August 27, 2018, the Debtor ordered various *Craftsman* branded goods from Milton pursuant to Purchase Order Nos. UZ8523, UZ8534, UZ8542, UA8532, UZ8537, UB8624, UA8636, UB8623, UZ8545, and UB8629, copies of which are attached hereto as **Exhibit A**. The goods consist of the following products: 7 in 1 Ratcheting Screwdriver, 12 pc Ratcheting Wrench Set, Metric Transformer Set, SAE Transformer Set, 31 pc Ratcheting Stubby Set, 16 pc Mini Socket Set and Case, and 3 Way Hex Key Combo Set. These

goods are complete and ready to be delivered to Sears Holding Corporation's warehouse in in Wilmington, California. They are currently being stored at Milton's expense in a warehouse in Taiwan. The value of these goods is \$728,089.12.

4. Milton contacted the Debtor, both directly and through Debtor's counsel, multiple times to request payment for the *Craftsman* branded goods delivered postpetition, and for confirmation that the Debtor would honor its contractual obligation to pay for the *Craftsman* branded goods ordered by the Debtor and currently being held in a warehouse in Taiwan. To date, Milton has received no response to these requests. Meanwhile, Milton has incurred, and continues to incur, costs for warehousing the goods in Taiwan, and has been threatened with lawsuits since it has been unable to pay certain of its suppliers in full due to the Debtor's nonpayment.

Relief Requested

5. Milton requests, pursuant to sections 105(a) and 365(d)(2) of the Bankruptcy Code, entry of an order, substantially in the form attached hereto as **Exhibit B**, (i) compelling the Debtor to assume or reject purchase orders related to *Craftsman* branded goods ordered by the Debtor being warehoused in Taiwan within seven (7) days after the entry of the order, and (ii) with respect to each purchase order that the Debtor rejects, authorization to sell the *Craftsman* branded goods related to such purchase order to Stanley Black & Decker, Inc.¹ or any merchant or retailer authorized to sell *Craftsman* branded products.

¹ On information and belief, Stanley Black & Decker, Inc. owns the *Craftsman* brand.

Basis for Relief

I. The Debtor Should Be Compelled To Assume Or Reject The Purchase Orders Relating To The *Craftsman* Branded Goods Ordered By The Debtor Being Warehoused In Taiwan.

6. Section 365(d)(2) of the Bankruptcy Code authorizes the Court to require a debtor to assume or reject an executory contract within a specified period of time upon the request of any party to such executory contract. *See* 11 U.S.C. § 365(d)(2). The determination of what constitutes a reasonable time to assume or reject is within the bankruptcy court's discretion "in light of the circumstances of each case." *Theatre Holding Corp. v. Mauro (In re Theatre Holding Corp.)*, 681 F.2d 102, 105 (2d Cir. 1982) (citation omitted).

7. In this case, the circumstances overwhelmingly favor shortening the period of time in which the Debtors must assume or reject the purchase orders related to the *Craftsman* branded goods being warehoused in Taiwan (*i.e.*, Purchase Order Nos. UZ8523, UZ8534, UZ8542, UA8532, UZ8537, UB8624, UA8636, UB8623, UZ8545, and UB8629).²

8. The harm to Milton in having to wait for confirmation of a plan of reorganization to have the purchase orders assumed or rejected is significant. Milton has incurred substantial costs in manufacturing these products. Milton is being forced to wait unnecessarily while only the Debtor benefits. Milton has already incurred, and continues to incur, storage fees for warehousing the goods in Taiwan. Milton should not have to burden these costs. Furthermore, Milton has been threatened with lawsuits since it has been unable to pay certain of its suppliers

² The Bankruptcy Code does not define the term "executory contract." The Second Circuit has characterized an executory contract as "a contract 'on which performance remains due to some extent on both sides.'" *Eastern Airlines, Inc. v. Ins. Co. of Pa. (In re Ionosphere Clubs, Inc.)*, 85 F.3d 992 (2d Cir. 1996) (quoting *National Labor Relations Board v. Bildisco & Bildisco*, 465 U.S. 513, 522 n. 6 (1984)). These purchase orders are executory since performance remains to some extent on both sides.

in full due to the Debtor's nonpayment. The Debtor should decide to either buy the goods or let Milton sell them and recover its costs to the extent possible.

9. In contrast, the potential harm to the Debtor in assuming or rejecting the purchase orders now is minimal. The Debtors operate a national network of stores that sell numerous goods to the general public. The purchase orders pertain to a limited number of orders of a limited number of products, and are not critical to the general operation of the Debtors' business or its reorganization efforts. If the Debtor assumes the purchase orders, and pays for the goods, it can sell them in the ordinary course of its business. If the Debtor rejects the purchase orders, it can seek to purchase the same or similar goods at a later date from Milton or another supplier.

II. As To Each Purchase Order The Debtor Rejects, Milton Should Be Authorized To Sell The Applicable Goods To Third Parties.

10. Furthermore, with respect to each Purchase Order that the Debtor rejects, Milton should be authorized to sell the *Craftsman* branded goods related to such Purchase Order to Stanley Black & Decker, Inc., the owner of the *Craftsman* brand, or any merchant or retailer authorized to sell *Craftsman* branded products. See U.C.C. §§ 2-703 and 2-706. That way, Milton can recuperate some of its costs, to the extent possible, and Stanley Black & Decker, Inc.'s rights will be adequately protected.

Conclusion

For the foregoing reasons, Milton respectfully requests that the Court (a) enter an order, substantially in the form attached hereto as **Exhibit B**, (i) compelling the Debtor to assume or reject the purchase orders related to the *Craftsman* branded goods ordered by the Debtor being warehoused in Taiwan, and (ii) with respect to each purchase order that the Debtor rejects, authorizing Milton to sell the *Craftsman* branded goods related to such purchase order to Stanley Black & Decker, Inc. or any merchant or retailer authorized to sell *Craftsman* branded products, and (b) grant such other and further relief to Milton as the Court deems just and proper.

Respectfully submitted,

CLARK HILL PLC

By: /s/ Joel D. Applebaum
Joel D. Applebaum
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Birmingham, MI 48009
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japplebaum@clarkhill.com
jstevenson@clarkhill.com

Date: January 3, 2019

Attorneys for Milton Manufacturing, LLC

Exhibit A

Purchase Orders for Goods Ordered by Debtor Being Warehoused in Taiwan

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8523

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$85,370.40

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 85,370.40

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105592

NAME

CHANG LOON IND CO LTD

ADDRESS

NO. 349, MAMING RD., SHIOUSHUEI
TOWNSHIP CHANGHUA COUNTY,
CHANG HUA

COUNTRY

Taiwan, Province of China

TEL

04-7688568

EMAIL

chlttool@ms49.hinet.net

MID

TWCHALOO349CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8523	CG1 CAITLIN GILES
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ITEM CODE: 750019407048	SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 12PC SET RATCHETING WR		
	SUB-SEASON: 10-BASIC AND REPLENISHED			
I 2OF 5/CARTON UPC: 10883967554253	CAT/SUB-CAT: 75/16			
STYLE: 99901	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	99901	000
INTL COMMODY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$139.99	167	2,004	\$85,370.40
\$42.600	\$511.200				

PER CARTON	KGS: 26.444	CBM: 0.043787	EACHES PER INNER	3
	LBS: 58.300	CU. FT.: 1.546	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 18.4" X W 13.7" X H 10.6"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

3 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	167	2,004	W

DETAIL DESCRIPTION-

CUSTOMS ITEM DESCRIPTION:

12 PC RATCHETING WRENCH SET

3/8", 7/16", 1/2", 9/16", 5/8", 3/4"

10, 12, 13, 15, 17, 18MM 72 TEETH

MATERIAL: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8523	CG1 CAITLIN GILES
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ITEM CODE: 750019407048

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99901-000						

ITEM CODE: 750019407048

ITEM: 12PC SET RATCHETING WR

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 750019407048

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8523

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE .

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8534

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$194,949.12

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 194,949.12

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105593

NAME

CHANG PU ENTERPRISE CO LTD

ADDRESS

NO.25, LN 73, BINHE ST., XIHU
TOWNSHIP, CHANGHUA COUNTY 514
CHANGHUA
TAIWAN

COUNTRY

Taiwan, Province of China

TEL

+886-48610168

EMAIL

changpu@changputool.com.tw

MID

TWCHAPU514CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8534	CG1 CAITLIN GILES
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ITEM CODE: 750019406727		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION TRANSFORMER TOOL METRIC SET		
I 2 OF 5/CARTON UPC: 10883967554208		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99606		CAT/SUB-CAT: 75/16	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	609	99606	000
INTL COMMODITY CODE: GDSM		COPYRIGHT REG. NO.:			
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS: 15.150	CBM: 0.076712	EACHES PER INNER	3
	LBS: 33.400	CU. FT.: 2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS		PACKING INSTRUCTION:	EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"		BREAK CASE		

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	167	2,004	W

DETAIL DESCRIPTION-
Metric Transformer Set
CUSTOMS ITEM DESCRIPTION:HANDLE WITH RATCHETING WRENCH ATTACHMENTS
1PC RATCHET HANDLE
1PC DOUBLE END STUBBY PLUG
6PC INTERCHANGEABLE HEAD: 10MM, 11MM, 13MM, 14MM,16MM, 17MM
HANDLE MATERIAL: CHROME VANADIUM
PLUG MATERIAL: CHROME VANADIUM
INTERCHANGEABLE HEAD: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8534	CG1 CAITLIN GILES
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ITEM CODE: 750019406842		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION TRANSFORMER TOOL SAE SET		
		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
I 2 OF 5/CARTON UPC: 10883967554192		CAT/SUB-CAT: 75/16			
STYLE: 99607		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN		COPYRIGHT REG. NO.:	609	99607	000
INTL COMMODITY CODE: GDSM		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS:	15.150	CBM:	0.076712	EACHES PER INNER	3
	LBS:	33.400	CU. FT.:	2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS			PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"			BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	167	2,004	W

DETAIL DESCRIPTION-

SAE Transformer Set

CUSTOMS ITEM DESCRIPTION: HANDLE WITH RATCHETING WRENCH ATTACHMENTS

1PC RATCHET HANDLE 1PC DOUBLE END STUBBY PLUG

6PC INTERCHANGEABLE HEAD: 3/8', 7/16', 1/2', 9/16', 5/8', 11/16'

HANDLE MATERIAL: CHROME VANADIUM

PLUG MATERIAL: CHROME VANADIUM INTERCHANGEABLE HEAD: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8534	CG1 CAITLIN GILES
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ITEM CODE: 750019406727

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99606-000						

ITEM CODE: 750019406842

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99607-000						

ITEM CODE: 750019406727 ITEM: TRANSFORMER TOOL METRIC SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ITEM CODE: 750019406842 ITEM: TRANSFORMER TOOL SAE SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ADDITIONAL CONDITIONS

FOR ITEM 750019406727
VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

FOR ITEM 750019406842
VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIES)SO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:
-

UNTIMELY DELIVERY RECOURSE:
DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:
- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST
THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8534

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018**ORDER NO :** UZ8542**BUYER :** CG1 CAITLIN GILES**DIV :** Division 2**DEPT NO :** 010**SEARS ROEBUCK & CO.**

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$17,184.00

PAYMENT TO BE MADE BY :☐ MULTIPLE PAYMENT TYPES☒ CHECK/WIRE TRANSFER

Amount USD: 17,184.00

☐ FREE GOODS

Amount USD: 0.00

☐ LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE: KKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.**FOREIGN SUPPORT OFFICE:** RKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.**PRODUCTION COUNTRY:** PKKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.**EACH ITEM TO BE MARKED:** MADE IN CHINA (MAINLAND)**EMBARK/GO-DOWN:** CHINA (MAINLAND)**SHIP POINT:** CNNGB1H**DELIVERY TERMS:** FOB CN**CITY, COUNTRY:** Ningbo, China**FACTORY DETAILS:****FACTORY NBR:** 105596**NAME** NINGBO KING MOUNT CO LTD**ADDRESS** INDUSTRIAL DISTRICT ,DAJIAHE TOWN
NINGHAI COUNTY
NINGBO
ZHEJIANG**COUNTRY** China**TEL** 86-13916017022**EMAIL** maureen@kmount.com**MID** CNNINKINNIN

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8542	CG1 CAITLIN GILES
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ITEM CODE: 740019406859	SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 3 WAY HEX KEY COMBO SET		
	SUB-SEASON: 10-BASIC AND REPLENISHED			
I 2 OF 5/CARTON UPC: 10883967554239	CAT/SUB-CAT: 74/07			
STYLE: 99625	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	99625	000
INTL COMMODITY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$29.99	120	2,400	\$17,184.00
\$7.160	\$143.200				

PER CARTON	KGS: 16.375	CBM: 0.051017	EACHES PER INNER	5
	LBS: 36.100	CU. FT.: 1.802	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	20
L 17.7" X W 14.3" X H 12.3"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

5 EACHES PER INNER, 400 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	16-OCT-2018	16-OCT-2018	13-DEC-2018	X	120	2,400	W

DETAIL DESCRIPTION-

3 Way Hex Key Combo Set

CUSTOMS ITEM DESCRIPTION:

1.5MM, 2MM, 2.5MM, 3MM, 4MM, 4.5MM, 5MM, 5.5MM, 6MM

5/64', 3/32', 7/64', 1/8', 9/64', 5/32', 3/16', 7/32', 1/4'

T9, T10, T15, T20, T25, T27, T30, T40

BLADE MATERIAL: CHROME VANADIUM

HANDLE MATERIAL: ABS

OPC: 20

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8542	CG1 CAITLIN GILES
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ITEM CODE: 740019406859

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99625-000						

ITEM CODE: 740019406859

ITEM: 3 WAY HEX KEY COMBO SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 740019406859

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8542

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UA8532

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$19,807.20

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 19,807.20

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105597

NAME

YIH CHENG FACTORY CO LTD

ADDRESS

NO 103 NAN KANG 3RD RD, NAN TOU
NAN KANG INDUSTRIAL AREA
NANTOU

COUNTRY

Taiwan, Province of China

TEL

886 (49) 2252211 EXT. 231

EMAIL

ken@yctools.com.tw

MID

TWYIHCHE103NAN

ORDER DATE : 27-AUG-2018	ORDER NO : UA8532	CG1 CAITLIN GILES
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ITEM CODE: 570019406586	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 7IN1 RATCHETING		
	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
I 2OF 5/CARTON UPC: 10883967554246	CAT/SUB-CAT: 57/05			
STYLE: 98885	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	98885	000
INTL COMMODY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$24.99	84	3,024	\$19,807.20
\$6.550	\$235.800				

PER CARTON	KGS: 14.288	CBM: 0.037659	EACHES PER INNER	6
	LBS: 31.500	CU. FT.: 1.330	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 17.3" X W 10.8" X H 12.3"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	84	3,024	W

DETAIL DESCRIPTION-

7 in 1 Ratcheting Screwdriver

CUSTOMS ITEM DESCRIPTION:

1PC MULTI BIT RATCHET SCREWDRIVER

6PC BITS 89MM: SL3/16', 1/4', PH#1, 2, T15, 20

BITS MATERIAL: CHROME VANADIUM

HANDLE MATERIAL: 50% PP, 50% TPR

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UA8532	CG1 CAITLIN GILES
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ITEM CODE: 570019406586

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						98885-000						

ITEM CODE: 570019406586

ITEM: 7IN1 RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406586

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST

- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST

- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UA8532

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8537

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$51,387.84

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 51,387.84

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE: KKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.

FOREIGN SUPPORT OFFICE: RKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.

PRODUCTION COUNTRY: PKKKHK SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED: MADE IN TAIWAN, REPUBLIC OF CHINA

EMBARK/GO-DOWN: TAIWAN, REPUBLIC OF CHINA

SHIP POINT: TWKHH1H

DELIVERY TERMS: FOB TW

CITY, COUNTRY: Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR: 105586

NAME A KRAFT TOOLS MANUFACTURING CO LTD

ADDRESS NO.21-1, LANE. 557, ZHONGZHENG RD
WUFENG DIST
TAICHUNG
TAIWAN

COUNTRY Taiwan, Province of China

TEL 886 4 2332 7908

EMAIL jeff@akraft.com.tw

MID TWAKRA557TAI

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8537	CG1 CAITLIN GILES
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ITEM CODE: 570019406933	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 31PC SET RATCHETING		
I 2 OF 5/CARTON UPC: 10883967554222	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99855	CAT/SUB-CAT: 57/05	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	TRADEMARK: NONE	609	99855	000
INTL COMMODITY CODE: GDSM	COPYRIGHT REG. NO.:			
	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$26,328.96
\$13.060	\$470.160				

PER CARTON	KGS: 13.562	CBM: 0.044975	EACHES PER INNER	6
	LBS: 29.900	CU. FT.: 1.588	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.43" X W 9.63" X H 13.95"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	56	2,016	W

DETAIL DESCRIPTION-

31 pc Ratcheting Stubby Set

CUSTOMS ITEM DESCRIPTION:

1 - RATCHET STUBBY TYPE KH3000S-B 30 - BIT 1/4" X 25MM

SL 1/8, 5/32, 3/16, 1/4, 5/16

HEX: 2,3,4,5,6,7,8MM T9,10,15,20,25,27,30,40 PZ: 0,1,,2,3

PH: 1,2,3 SQUARE: SQ0, R1,R2

HANDLE MATERIAL: CHROME VANADIUM

BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8537	CG1 CAITLIN GILES
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ITEM CODE: 730019407030		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 16 PC MINI SOCKET SET		
I 2 OF 5/CARTON UPC: 10883967554215		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99880		CAT/SUB-CAT: 73/01			
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
INTL COMMODITY CODE: GDSM		COPYRIGHT REG. NO.:	609	99880	000
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$25,058.88
\$12.430	\$447.480				

PER CARTON	KGS: 13.562	CBM: 0.044975	EACHES PER INNER	6
	LBS: 29.900	CU. FT.: 1.588	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.43" X W 9.63" X H 13.95"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	17-OCT-2018	17-OCT-2018	10-DEC-2018	X	56	2,016	W

DETAIL DESCRIPTION-

16 pc mini socket set and case

CUSTOMS ITEM DESCRIPTION:

4 - SPLINE SOCKETS: 1/4, 5/16, 3/8, 1/2

1 - RATCHET STUBBY TYPE KH3000S (60TEETH)

1 - COUPLER OF BIT 10 - BIT 1/4" X 25L (COLOR RING)

H4, 5, 6 SL 3/16, 1/4 T10,15,20,25,30

HANDLE MATERIAL: CHROME VANADIUM

SOCKETS MATERIAL: CHROME VANADIUM

BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8537	CG1 CAITLIN GILES
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ITEM CODE: 570019406933

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99855-000						

ITEM CODE: 730019407030

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99880-000						

ITEM CODE: 570019406933

ITEM: 31PC SET RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ITEM CODE: 730019407030

ITEM: 16 PC MINI SOCKET SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406933

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

FOR ITEM 730019407030

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIES)SO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST

- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST

- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8537

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UB8624

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$194,949.12

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 194,949.12

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105593

NAME

CHANG PU ENTERPRISE CO LTD

ADDRESS

NO.25, LN 73, BINHE ST., XIHU
TOWNSHIP, CHANGHUA COUNTY 514
CHANGHUA
TAIWAN

COUNTRY

Taiwan, Province of China

TEL

+886-48610168

EMAIL

changpu@changputool.com.tw

MID

TWCHAPU514CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UB8624	CG1 CAITLIN GILES
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ITEM CODE: 750019406727		SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION TRANSFORMER TOOL METRIC SET		
		SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
I 2 OF 5/CARTON UPC: 10883967554208		CAT/SUB-CAT: 75/16			
STYLE: 99606		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN		COPYRIGHT REG. NO.:	609	99606	000
INTL COMMODITY CODE: GDSM		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS: 15.150	CBM: 0.076713	EACHES PER INNER	3
	LBS: 33.400	CU. FT.: 2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	167	2,004	W

DETAIL DESCRIPTION-

Metric Transformer Set

CUSTOMS ITEM DESCRIPTION: HANDLE WITH RATCHETING WRENCH ATTACHMENTS

1PC RATCHET HANDLE

1PC DOUBLE END STUBBY PLUG

6PC INTERCHANGEABLE HEAD: 10MM, 11MM, 13MM, 14MM,16MM, 17MM

HANDLE MATERIAL: CHROME VANADIUM

PLUG MATERIAL: CHROME VANADIUM

INTERCHANGEABLE HEAD: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UB8624	CG1 CAITLIN GILES
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		DESCRIPTION	
ITEM CODE: 750019406842	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	TRANSFORMER TOOL SAE SET	
	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC		
I 2 OF 5/CARTON UPC: 10883967554192	CAT/SUB-CAT: 75/16		
STYLE: 99607	TRADEMARK: NONE	SEARS DIV	SEARS ITEM
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	99607
INTL COMMODITY CODE: GDSM	MLTP CARTON IND: 001		SEARS SKU
			000

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$129.99	167	2,004	\$97,474.56
\$48.640	\$583.680				

PER CARTON	KGS: 15.150	CBM: 0.076712	EACHES PER INNER	3
	LBS: 33.400	CU. FT.: 2.709	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 17.7" X W 11.4" X H 23.2"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	167	2,004	W

DETAIL DESCRIPTION-

SAE Transformer Set

CUSTOMS ITEM DESCRIPTION: HANDLE WITH RATCHETING WRENCH ATTACHMENTS

1PC RATCHET HANDLE 1PC DOUBLE END STUBBY PLUG

6PC INTERCHANGEABLE HEAD: 3/8', 7/16', 1/2', 9/16', 5/8', 11/16'

HANDLE MATERIAL: CHROME VANADIUM

PLUG MATERIAL: CHROME VANADIUM INTERCHANGEABLE HEAD: CHROME VANADIUM

OPC: 12

CG1 CAITLIN GILES

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UB8624

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW.VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER,AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANYF WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS,STICKERS,OR HANG TAGS ARE TO BE AFFIXED TO,PRINTED ON OR INSERTED IN ANY PRODUCT,ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES:ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO(HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED(INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE)MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE,WHEREVER RELEVANT,IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES:ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE")VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY,COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE,THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE .

ORDER DATE : 27-AUG-2018

ORDER NO : UA8636

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$7,876.00

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 7,876.00

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN CHINA (MAINLAND)
EMBARK/GO-DOWN:	CHINA (MAINLAND)
SHIP POINT:	CNNGB1H
DELIVERY TERMS:	FOB CN
CITY, COUNTRY:	Ningbo, China

FACTORY DETAILS:

FACTORY NBR:

105596

NAME

NINGBO KING MOUNT CO LTD

ADDRESS

INDUSTRIAL DISTRICT ,DAJIAHE TOWN
NINGHAI COUNTY
NINGBO
ZHEJIANG

COUNTRY

China

TEL

86-13916017022

EMAIL

maureen@kmount.com

MID

CNNINKINNIN

ORDER DATE : 27-AUG-2018	ORDER NO : UA8636	CG1 CAITLIN GILES
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ITEM CODE: 740019406859	SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 3 WAY HEX KEY COMBO SET		
	SUB-SEASON: 10-BASIC AND REPLENISHED			
I 2 OF 5/CARTON UPC: 10883967554239	CAT/SUB-CAT: 74/07			
STYLE: 99625	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:	609	99625	000
INTL COMMODITY CODE: GDSM	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$29.99	55	1,100	\$7,876.00
\$7.160	\$143.200				

PER CARTON	KGS: 16.375	CBM: 0.051017	EACHES PER INNER	5
	LBS: 36.100	CU. FT.: 1.802	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	20
L 17.7" X W 14.3" X H 12.3"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

5 EACHES PER INNER, 400 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	27-NOV-2018	27-NOV-2018	29-JAN-2019	X	55	1,100	W

DETAIL DESCRIPTION-

3 Way Hex Key Combo Set

CUSTOMS ITEM DESCRIPTION:

1.5MM, 2MM, 2.5MM, 3MM, 4MM, 4.5MM, 5MM, 5.5MM, 6MM

5/64', 3/32', 7/64', 1/8', 9/64', 5/32', 3/16', 7/32', 1/4'

T9, T10, T15, T20, T25, T27, T30, T40

BLADE MATERIAL: CHROME VANADIUM

HANDLE MATERIAL: ABS

OPC: 20

ORDER DATE : 27-AUG-2018	ORDER NO : UA8636	CG1 CAITLIN GILES
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ITEM CODE: 740019406859

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99625-000						

ITEM CODE: 740019406859

ITEM: 3 WAY HEX KEY COMBO SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
			TOTAL	0			

ADDITIONAL CONDITIONS

FOR ITEM 740019406859

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST
- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST
- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UA8636

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

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ORDER DATE : 27-AUG-2018

ORDER NO : UB8623

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$19,807.20

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 19,807.20

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105597

NAME

YIH CHENG FACTORY CO LTD

ADDRESS

NO 103 NAN KANG 3RD RD, NAN TOU
NAN KANG INDUSTRIAL AREA
NANTOU

COUNTRY

Taiwan, Province of China

TEL

886 (49) 2252211 EXT. 231

EMAIL

ken@yctools.com.tw

MID

TWYIHCHE103NAN

ORDER DATE : 27-AUG-2018	ORDER NO : UB8623	CG1 CAITLIN GILES
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ITEM CODE: 570019406586	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 7IN1 RATCHETING		
I 2OF 5/CARTON UPC: 10883967554246	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 98885	CAT/SUB-CAT: 57/05	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	TRADEMARK: NONE	609	98885	000
INTL COMMODY CODE: GDSM	COPYRIGHT REG. NO.:			
	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$24.99	84	3,024	\$19,807.20
\$6.550	\$235.800				

PER CARTON	KGS: 14.288	CBM: 0.037659	EACHES PER INNER	6
	LBS: 31.500	CU. FT.: 1.330	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 17.3" X W 10.8" X H 12.3"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	84	3,024	W

DETAIL DESCRIPTION-

7 in 1 Ratcheting Screwdriver

CUSTOMS ITEM DESCRIPTION:

1PC MULTI BIT RATCHET SCREWDRIVER

6PC BITS 89MM: SL3/16', 1/4', PH#1, 2, T15, 20

BITS MATERIAL: CHROME VANADIUM

HANDLE MATERIAL: 50% PP, 50% TPR

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UB8623	CG1 CAITLIN GILES
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ITEM CODE: 570019406586

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						98885-000						

ITEM CODE: 570019406586

ITEM: 7IN1 RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406586

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST

- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST

- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UB8623

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE .

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8545

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$85,370.40

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 85,370.40

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105592

NAME

CHANG LOON IND CO LTD

ADDRESS

NO. 349, MAMING RD., SHIOUSHUEI
TOWNSHIP CHANGHUA COUNTY,
CHANG HUA

COUNTRY

Taiwan, Province of China

TEL

04-7688568

EMAIL

chlttool@ms49.hinet.net

MID

TWCHALOO349CHA

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8545	CG1 CAITLIN GILES
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ITEM CODE: 750019407048		SEASON/YEAR: 1-BASIC AND REPLENISHED	DESCRIPTION 12PC SET RATCHETING WR		
I 2 OF 5/CARTON UPC: 10883967554253		SUB-SEASON: 10-BASIC AND REPLENISHED			
STYLE: 99901	CAT/SUB-CAT: 75/16	TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	COPYRIGHT REG. NO.:		609	99901	000
INTL COMMODY CODE: GDSM	MLTP CARTON IND: 001				

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$139.99	167	2,004	\$85,370.40
\$42.600	\$511.200				

PER CARTON	KGS: 26.444	CBM: 0.043787	EACHES PER INNER	3
	LBS: 58.300	CU. FT.: 1.546	INNERS PER OUTER CARTON	4
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	12
L 18.4" X W 13.7" X H 10.6"	BREAK CASE			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:
3 EACHES PER INNER, 668 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	167	2,004	W

DETAIL DESCRIPTION-
CUSTOMS ITEM DESCRIPTION:
12 PC RATCHETING WRENCH SET
3/8", 7/16", 1/2", 9/16", 5/8", 3/4"
10, 12, 13, 15, 17, 18MM 72 TEETH
MATERIAL: CHROME VANADIUM

OPC: 12

ORDER DATE : 27-AUG-2018	ORDER NO : UZ8545	CG1 CAITLIN GILES
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ITEM CODE: 750019407048

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99901-000						

ITEM CODE: 750019407048

ITEM: 12PC SET RATCHETING WR

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
TOTAL				0			

ADDITIONAL CONDITIONS

FOR ITEM 750019407048

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST

- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST

- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UZ8545

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDOR SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE.

ORDER DATE : 27-AUG-2018

ORDER NO : UB8629

BUYER : CG1 CAITLIN GILES

DIV : Division 2

DEPT NO : 010

SEARS ROEBUCK & CO.

3333 Beverly Road

Hoffman Estates, IL 60179

VENDOR	
NAME	MILTON MANUFACTURING LLC
ADDRESS	15873 MEADOW KING CT MILTON GA
COUNTRY	United States
EMAIL	lt@miltonmanufacturing.com
VENDOR NBR	9960
TELEPHONE	770-877-1132/770-265-9945
DUNS NBR	01000999908
FDA REG #	

TOTAL COST OF ORDER USD

\$51,387.84

PAYMENT TO BE MADE BY :

() MULTIPLE PAYMENT TYPES

(X) CHECK/WIRE TRANSFER

Amount USD: 51,387.84

() FREE GOODS

Amount USD: 0.00

() LETTER OF CREDIT

Amount USD: 0.00

LC #:

TRANSFERABLE:

BANK:

PAYMENT TERMS:

29

(days)

FOREIGN AGENT OFFICE:	KKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
FOREIGN SUPPORT OFFICE:	RKKHK	SEARS HOLDINGS GLOBAL SOURCING LTD.
PRODUCTION COUNTRY:	PKKKH	SEARS HOLDINGS GLOBAL SOURCING LTD.

EACH ITEM TO BE MARKED:	MADE IN TAIWAN, REPUBLIC OF CHINA
EMBARK/GO-DOWN:	TAIWAN, REPUBLIC OF CHINA
SHIP POINT:	TWKHH1H
DELIVERY TERMS:	FOB TW
CITY, COUNTRY:	Kaohsiung, Taiwan, Province of China

FACTORY DETAILS:

FACTORY NBR:

105586

NAME

A KRAFT TOOLS MANUFACTURING CO LTD

ADDRESS

NO.21-1, LANE. 557, ZHONGZHENG RD
WUFENG DIST
TAICHUNG
TAIWAN

COUNTRY

Taiwan, Province of China

TEL

886 4 2332 7908

EMAIL

jeff@akraft.com.tw

MID

TWAKRA557TAI

ORDER DATE : 27-AUG-2018	ORDER NO : UB8629	CG1 CAITLIN GILES
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ITEM CODE: 570019406933	SEASON/YEAR: 6-SPECIAL BUYS/NON BASIC	DESCRIPTION 31PC SET RATCHETING		
I 2 OF 5/CARTON UPC: 10883967554222	SUB-SEASON: 60-SPECIAL BUYS/NON BASIC			
STYLE: 99855	CAT/SUB-CAT: 57/05	SEARS DIV	SEARS ITEM	SEARS SKU
BRAND NAME: CRAFTSMAN	TRADEMARK: NONE	609	99855	000
INTL COMMODY CODE: GDSM	COPYRIGHT REG. NO.:			
	MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$26,328.96
\$13.060	\$470.160				

PER CARTON	KGS: 13.562	CBM: 0.044975	EACHES PER INNER	6
	LBS: 29.900	CU. FT.: 1.588	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.43" X W 9.63" X H 13.95"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	56	2,016	W

DETAIL DESCRIPTION-

31 pc Ratcheting Stubby Set

CUSTOMS ITEM DESCRIPTION:

1 - RATCHET STUBBY TYPE KH3000S-B 30 - BIT 1/4" X 25MM

SL 1/8, 5/32, 3/16, 1/4, 5/16

HEX: 2,3,4,5,6,7,8MM T9,10,15,20,25,27,30,40 PZ: 0,1,,2,3

PH: 1,2,3 SQUARE: SQ0, R1,R2

HANDLE MATERIAL: CHROME VANADIUM

BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UB8629	CG1 CAITLIN GILES
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ITEM CODE: 730019407030		SEASON/YEAR: 6-SPECIAL BUY5/NON BASIC	DESCRIPTION 16 PC MINI SOCKET SET		
I 2 OF 5/CARTON UPC: 10883967554215		SUB-SEASON: 60-SPECIAL BUY5/NON BASIC			
STYLE: 99880		CAT/SUB-CAT: 73/01			
BRAND NAME: CRAFTSMAN		TRADEMARK: NONE	SEARS DIV	SEARS ITEM	SEARS SKU
INTL COMMODITY CODE: GDSM		COPYRIGHT REG. NO.:	609	99880	000
		MLTP CARTON IND: 001			

FOB PRICE		SELL PRICE	TOTAL CARTONS	TOTAL EA	TOTAL COST OF ITEM
PER EACHES	PER CARTON	\$39.99	56	2,016	\$25,058.88
\$12.430	\$447.480				

PER CARTON	KGS: 13.562	CBM: 0.044975	EACHES PER INNER	6
	LBS: 29.900	CU. FT.: 1.588	INNERS PER OUTER CARTON	6
OUTER CARTON DIMENSIONS	PACKING INSTRUCTION:		EACHES PER MASTER SHIPPING CTN	36
L 20.43" X W 9.63" X H 13.95"	REPACK			

QUOTA CAT#: RNONE	CASE #	FACTORY	EXPORTER
SPECIAL TRADE INDICATOR:	ANTI-DUMPING:		
	COUNTERVAILING:		

ADDITIONAL INFO:

PACKING INSTRUCTIONS:

6 EACHES PER INNER, 336 NUMBER OF INNERS

SHIPPING SCHEDULE										
REFERENCE (PO)/(SEQ)	DISCHARGE POINT	FINAL DEST. (DC)	TRANS MODE	ORIGINAL SHIP DATE	REVISED SHIP DATE	IN-STORE DATE	FLOW INDICATOR	CARTONS	QUANTITY (EACHES)	PAY TYPE
801	SHW	SHW	Ocean	05-DEC-2018	05-DEC-2018	29-JAN-2019	X	56	2,016	W

DETAIL DESCRIPTION-

16 pc mini socket set and case

CUSTOMS ITEM DESCRIPTION:

4 - SPLINE SOCKETS: 1/4, 5/16, 3/8, 1/2

1 - RATCHET STUBBY TYPE KH3000S (60TEETH)

1 - COUPLER OF BIT 10 - BIT 1/4" X 25L (COLOR RING)

H4, 5, 6 SL 3/16, 1/4 T10,15,20,25,30

HANDLE MATERIAL: CHROME VANADIUM

SOCKETS MATERIAL: CHROME VANADIUM

BITS MATERIAL: CHROME VANADIUM

OPC: 36

ORDER DATE : 27-AUG-2018	ORDER NO : UB8629	CG1 CAITLIN GILES
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ITEM CODE: 570019406933

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99855-000						

ITEM CODE: 730019407030

SUB - ITEM	HANGER	MAIN LABEL	SIZE STRIP	HANGTAG	STITCH SPECS	ITEM-SKU	LOGO	VENDOR MODEL	RN CODE	MATERIAL CODE	PCT	CARE INSTRUCTIONS
						99880-000						

ITEM CODE: 570019406933

ITEM: 31PC SET RATCHETING

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ITEM CODE: 730019407030

ITEM: 16 PC MINI SOCKET SET

SUB-ITEM DESCRIPTION	SKU	COLOR	SIZE	QTY	FOB	SELL PRICE	UPC#
		TOTAL		0			

ADDITIONAL CONDITIONS

FOR ITEM 570019406933

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

FOR ITEM 730019407030

VENDOR PAID ORIGIN CHARGES SUMMARY TO THE BL LEVEL REQUIRED

PRODUCT LIABILITY INSURANCE CERTIFICATE REQUIRED COVERING ALL SHIP DATES

VENDOR, AS DEFINED IN THE FIELD(S) ABOVE CALLED "VENDOR", AND SEARS HOLDINGS MANAGEMENT CORPORATION("SHMC"),SINGLE IMPORTER OF RECORD SERVING AS AGENT FOR--- KMART CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, "KMART"), SEARS BRANDS MANAGEMENT CORPORATION (TOGETHER WITH ITS SUBSIDIARIES, CONTRACTED SHIP DATE "SEARS BRANDS"),SEARS,ROEBUCK AND CO.(TOGETHER WITH ITS SUBSIDIARIESO ACCEPT THE "SEARS") AND ALL OTHER SUBSIDIARIES OF SEARS HOLDINGS CORPORATION (TOGETHER WITH SHMC, KMART, SEARS BRANDS AND SEARS, "COMPANY"),DUE HEREBY AGREE THAT THIS PURCHASE ORDER ("ORDER") SHALL BE GOVERNED BY THE FOLLOWING TERMS AND CONDITION:

-

UNTIMELY DELIVERY RECOURSE:

DELIVERY BY VENDOR SHALL NOT BE MADE ANY EARLIER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE APPLICABLE SHIP DATE. GOODS DELIVERED AFTER THE CONTRACTED SHIP DATE WILL ONLY BE ACCEPTED BY COMPANY IF VENDOR HAS OBTAINED THE REQUIRED APPROVAL OF THE RELEVANT COMPANY BUYER/SOURCING- INTL MANAGER. AS RECOURSE FOR LATE DELIVERY,THE COMPANY BUYER/SOURCING MANAGER MAY CHOOSE 1)TO CANCEL THE ORDER 2) REQUIRE THE VENDOR TO DELIVER THE MERCHANDISE TO COMPANY'S DESIGNATED FORWARDER FOR SHIPMENT VIA AIR FREIGHT CARRIAGE PAID TO (CPT) COMPANY'S DESIGNATED DESTINATION AT THE VENDOR'S EXPENSE OR 3) ACCEPT THE LATE SHIPMENT WITH CHARGES ASSESSED AS FOLLOWS:

- 1 TO 3 DAYS LATE =1% OF SHIPMENT COST

- 4 TO 5 DAYS LATE =3% OF SHIPMENT COST

- 6 OR MORE DAYS LATE =5% OF SHIPMENT COST

THE REMEDIES SET FORTH ABOVE ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO COMPANY UNDER THE UNIVERSAL TERMS AND CONDITIONS EXECUTED BY VENDOR,AS WELL AS REMEDIES SET FORTH IN THE SEARS HOLDINGS INTERNATIONAL VENDOR INFORMATION GUIDE OR OTHERWISE AT LAW OR IN EQUITY.IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THESE REMEDIES AND THOSE IN ANY OTHER AGREEMENT BETWEEN COMPANY AND VENDOR,THE REMEDIES SET FORTH IN THIS ORDER SHALL PREVAIL.

ORDER DATE : 27-AUG-2018

ORDER NO : UB8629

CG1 CAITLIN GILES

ANTIDUMPING CLAUSE:

VENDOR REPRESENTS AND WARRANTS THAT ALL SALES OF MERCHANDISE TO COMPANY SHALL BE MADE AT NO LESS THAN FAIR VALUE UNDER LAW THE U.S. ANTIDUMPING LAW AND THAT NO GOVERNMENT HAS PROVIDED A COUNTERVAILABLE SUBSIDY FOR MERCHANDISE ACTIONABLE UNDER U.S. LAW. VENDER SHALL INDEMNIFY COMPANY FOR: 1) ALL ANTIDUMPING AND/OR COUNTERVAILING DUTIES IMPOSED ON ALL MERCHANDISE THAT IS SOLD PRIOR TO THE DATE OF PUBLICATION BY THE INTERNATIONAL TRADE ADMINISTRATION OF ANY ANTIDUMPING DUTY ORDER OR OF ANY COUNTERVAILING DUTY ORDER, AND EXPORTED BEFORE THE DATE OF PUBLICATION OF THE INTERNATIONAL TRADE ADMINISTRATION'S FINAL DETERMINATION OF SALES AT LESS THAN FAIR VALUE OR FINAL DETERMINATION OF THE EXISTENCE OF COUNTERVAILABLE SUBSIDIES AND (2) ANY EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND ADMINISTRATIVE COSTS INCURRED BY COMPANY IN ITS PARTICIPATION IN ANY U.S. ANTIDUMPING OR COUNTERVAILABLE DUTY PROCEEDING INVOLVING ANY WARRANTED MERCHANDISE.

INCREASE IN FREIGHT CHARGES:

THE VENDOR AGREES TO PAY ANY ADDITIONAL CHARGES RESULTING FROM A 10% OR GREATER INCREASE IN CUBIC MEASUREMENT OR GROSS WEIGHTS OF THE MASTER CARTONS THAT AFFECTS ADDITIONAL OCEAN FREIGHT AND OVERLAND FREIGHT CHARGES TO COMPANY.

LABEL APPROVALS:

ABSOLUTELY NO LABELS, STAMPS, STICKERS, OR HANG TAGS ARE TO BE AFFIXED TO, PRINTED ON OR INSERTED IN ANY PRODUCT, ANY INNER OR OUTER CARTON, OR ANY PACKAGING UNLESS REVIEWED AND PRE-APPROVED IN WRITING BY COMPANY AUTHORIZED PERSONNEL OR AGENT(S).

QUANTITY DISCREPANCIES:

OVERAGES: ANY SELLER'S SHIPMENT TO SHMC RESULTING FROM THIS PURCHASE ORDER (HEREAFTER "PO", CONTAINING MERCHANDISE EXCEEDING THE AMOUNT SHOWN ON THIS PO (HEREAFTER REFERRED TO AS "EXCESS MERCHANDISE")) WILL BE ACCEPTED OR REJECTED BY SHMC PURSUANT TO THE SAME AGREEMENT(S) AND/OR CRITERIA AS IF THE MERCHANDISE WAS SHIPPED IN THE QUANTITY IN THE TERMS OF THIS PO (HEREAFTER REFERRED TO AS "ORDERED MERCHANDISE"). SHMC HAS SOLE DISCRETION TO ACCEPT OR REJECT THE ORDERED MERCHANDISE. BOTH SELLER AND SHMC AGREE THAT IN THE EVENT THIS PO CONTAINS EXCESS MERCHANDISE, THE PER PIECE PRICE TO BE PAID BY SHMC TO SELLER FOR ORDERED MERCHANDISE, AS PER THIS PO WILL BE AUTOMATICALLY REDUCED SUCH THAT THE ACTUAL NUMBER OF PIECES SHIPPED (INCLUSIVE OF THE EXCESS MERCHANDISE AND THE ORDERED MERCHANDISE) MULTIPLIED BY THE REDUCED PER PIECE PRICE WILL EQUAL THE TOTAL FOB VALUE OF THE ORDERED MERCHANDISE AGREED UPON BY BY THE PARTIES AS REFLECTED IN THE PO.

THE ABOVE DESCRIBED AUTOMATED ADJUSTMENT IN THE PRICE PER PIECE, WHEREVER RELEVANT, IS ACCEPTED BY THE PARTIES AND REFLECTS THE COMPLETE UNDERSTANDING OF THE PARTIES RELATED TO THE AGREED UPON PAYMENT AMOUNT DUE BY SHMC TO SELLER FOR MERCHANDISE RECEIVED IN EXCESS OF THAT INDICATED BY THIS PO.

SHORTAGES: ANY SHIPMENT RESULTING FROM THIS ORDER CONTAINING MERCHANDISE LESS THAN THE AMOUNT CALLED FOR BY THIS ORDER ("SHORTAGE") VIOLATES THE VENDOR'S OBLIGATION HEREIN. AS A REMEDY, COMPANY RESERVES THE RIGHT TO INITIATE A VENDOR CLAIM FOR THE VALUE OF SUCH SHORTAGE, THEREBY REDUCING THE TOTAL AGREED UPON PRICE PAID OR PAYABLE BY COMPANY TO VENDOR PURSUANT TO THIS ORDER BY THE VALUE .

Exhibit B

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re: :
: **Chapter 11**
SEARS HOLDING CORPORATION, et al., :
: **Case No. 18-23538 (RDD)**
: **(Jointly Administered)**
Debtors. :
-----X

**ORDER GRANTING MOTION OF MILTON MANUFACTURING, LLC
TO (I) COMPEL THE DEBTOR TO ASSUME OR REJECT PURCHASE ORDERS
RELATED TO *CRAFTSMAN* BRANDED GOODS ORDERED BY THE DEBTOR
BEING WAREHOUSED IN TAIWAN, AND (II) GRANT RELATED RELIEF**

Upon the motion (the “Motion”) of Milton Manufacturing, LLC (“Milton”), pursuant to sections 105(a) and 365(d)(2) of title 11 of the United States Code, for entry of an order (i) compelling Sears, Roebuck & Co. (the “Debtor”), a debtor and debtor in possession in the above-captioned chapter 11 cases, to assume or reject the purchase orders related to the *Craftsman* branded goods ordered by the Debtor being warehoused in Taiwan, and (ii) granting related relief; and the Court having jurisdiction to decide the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 (a) and (b) and 1334(b); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided and no further notice being required; and upon the Court’s review of the Motion and all responses thereto; and upon the Court’s determination that the legal and factual bases set forth in the Motion establish just cause for the relief requested therein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.

2. Within seven (7) days after the entry of this Order, the Debtor shall assume or reject each of the following purchase orders: Purchase Order No. UZ8523; Purchase Order No. UZ8534; Purchase Order No. UZ8542; Purchase Order No. UA8532; Purchase Order No. UZ8537; Purchase Order No. UB8624; Purchase Order No. UA8636; Purchase Order No. UB8623; Purchase Order No. UZ8545; and Purchase Order No. UB8629 (each, a “Purchase Order” and, collectively, the “Purchase Orders”).

3. As to each Purchase Order the Debtor rejects, Milton is authorized to sell the *Craftsman* branded goods related to such Purchase Order to Stanley Black & Decker, Inc. or any merchant or retailer authorized to sell *Craftsman* branded products.

4. The entry of this Order is without prejudice to Milton to seek any appropriate damages against the Debtor relating to one or more of the Purchase Orders.

5. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: _____
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE